

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/13/2012		2. CONTRACT NO. (if any) HSHQDC-07-D-00020		6. SHIP TO:	
3. ORDER NO. HSBP1012J00471		4. REQUISITION/REFERENCE NO. 0020067848		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ALL POINTS LOGISTICS INC				8. TYPE OF ORDER	
b. COMPANY NAME (b) (6)				<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 2567 Athens Highway				<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY GAINSVILLE		e. STATE GA	f. ZIP CODE 30507	10. REQUISITIONING OFFICE (b) (6)	
9. ACCOUNTING AND APPROPRIATION DATA					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Not applicable
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 06/15/2012	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acct
10	Palantir License for 1 core (b) (7)(E)	(b) (4)				

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h)TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DHS - Customs & Border Protection National Finance Center						\$460,218.49	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 68908							
c. CITY Indianapolis			d. STATE IN	e. ZIP CODE 46268				
22. UNITED STATES OF AMERICA BY (Signature) (b) (6)				23. NAME (Typed) FANG TING MANSON		TITLE: CONTRACTING/ORDERING OFFICER		

DATE OF ORDER 06/13/2012	CONTRACT NO. (if any) HSHQDC-07-D-00020	ORDER NO. HSBP1012J00471	PAGE OF PAGES 2 6
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Federal Tax Exempt ID: (b) (3) (A)

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The firm fixed price delivery order, HSBP1012J00471 is issued against the Department of Homeland Security contract HSHQDC-07-D-00020 for Renewal of Palantir Software Licence Renewal with the attached Bill of Materials and Statement of Work.

The period of performance is 06/15/2012 through 06/14/2013. Delivery is required on or before 06/15/2012.

Reference: All Points Logistics, Inc bid#15474317 for buy#347763 on Fedbid issued by (b) (6)

The technical point of contact for this order is: (b) (6)

The contracting point of contract is: (b) (6)

See attached Bill of Materials and SOW for details.

Please submit all invoices to each of the following:

Cbpinvoices@dhs.gov

(b) (6)

DHS – Customs and Border Protection
National Finance Center
(Address in Section 21 of this delivery order)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012J00471**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Palantir License for 1 core (b) (7)(E)	(b) (4)			

Total Funded Value of Award:**218.49****\$460,****I.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.315BUSCSGLCS0923060400Z63F12400HQ0104010300 IU544315B	\$460,218.49

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection (b) (7)(F)	10	(b) (4)	06/15/2012

I.4 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

- (a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908
Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

- (2) Contracting Officer or Contract Administrator (CO or CA) [fill in at time of award]

DHS/U.S. Customs and Border Protection
Attention: FANG TING MANSON

(b) (6)

OR email: (b) (6)@CBP.DHS.GOV

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention:

OR email:

- (b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- viii. Taxpayer identification number (TIN).
- ix. Electronic funds transfer (EFT) banking information.
- x. Any other information or documentation required by the contract (e.g. evidence of shipment).

- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
 - i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.5 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

- (a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.
- (b) (1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) (2) of this clause or as expressly stated otherwise in this contract.
- (2) The commercial computer software may be--
 - (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - (iii) Reproduced for safekeeping (archives) or backup purposes;
 - (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
 - (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of clause)

I.6 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]